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Attorneys for Respondent
21ST CENTURY VALET PARKING LLC
D/B/A STAR GARDEN

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 31

21ST CENTURY VALET PARKING LLC
D/B/A STAR GARDEN

And

ACTORS' EQUITY ASSOCIATION

And

STRIPPERS UNITED INC.

And

AN INDIVIDUAL

Case Nos.	31-RC-301557
	31-CA-291825
	31-CA-292239
	31-CA-293098
	31-CA-293599
	31-CA-301557
	31-CA-303519
	31-CA-303537
	31-CA-292575

**RESPONDENT 21ST CENTURY VALET
PARKING LLC'S ANSWER TO
SECOND CONSOLIDATED
COMPLAINT**

Comes now Respondent, 21st Century Valet Parking LLC d/b/a Star Garden (“Respondent”), answering the Second Consolidated Complaint (“Complaint”) filed by the National Labor Relations Board (“Board”) based on the charges filed by Strippers United Inc., Actors’ Equity Association, and An Individual (“Charging Parties”) admits, denies, and alleges as follows:

1. Answering the allegations of paragraph 1 of the Complaint, Respondent admits that the Board served Respondent seven charges and amendments on the dates specified, which were responded to by Respondent.

2. Answering the allegations of paragraph 2, Respondent admits the allegations in said paragraph.

3. Answering the allegations of paragraph 3 of the Complaint, Respondent states that this paragraph calls for a legal conclusion to which no response is required.

4. Answering the allegations of paragraph 4 of the Complaint, Respondent denies that (b) (6) had the position of (b) (6), (b) (7)(C) on the basis that, at all material times, (b) (6), (b) (7)(C) position was (b) (6), (b) (7)(C) Respondent denies that (b) (6), (b) (7)(C) had the position of (b) (6), (b) (7)(C) on the basis that (b) (6), (b) (7)(C) title, at all material times, was (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Whether these individuals were supervisors under Section 2(11) of the Act and/or agents under Section 2(13) of the Act are legal conclusions to which no response is required.

5. Answering the allegations of paragraph 5 of the Complaint, Respondent can neither admit nor deny the position held by the pseudonym (b) (6), (b) (7)(C) Because they were not employed by Respondent, Respondent denies that any individual listed as a (b) (6), (b) (7)(C) held a position with Respondent. With the understanding that “LNU” means “Last Name Unknown,” Respondent admits that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) held the positions of

(b) (6), (b) (7)(C) Respondent admits that (b) (6), (b) (7)(C) held a position with Respondent, but denies that (b) (6) held the position of (b) (6), (b) (7)(C) Whether these individuals were agents under Section 2(13) of the Act is a legal conclusion to which no response is required.

6. Answering the allegations of paragraph 6 of the Complaint, Respondent admits that concerns regarding employee safety in the workplace may be of vital importance to employees and implicate significant terms and conditions of employment, with the qualification that Respondent denies that such concerns are always of vital importance or always implicate significant terms and conditions of employment. Whether raising concerns about employee safety in the workplace is conduct that is inherently concerted under the Act is a legal conclusion to which no response is required.

7. Answering the allegations of paragraph 7 of the Complaint, Respondent states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. Respondent denies the allegations of said paragraph, including subparts.

8. Answering the allegations of paragraph 8 of the Complaint, Respondent states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. Respondent denies the allegations of said paragraph, including subparts.

9. Answering the allegations of paragraph 9 of the Complaint, Respondent states that whether any activities were “concerted activities” is a legal conclusion to which no response is required. Respondent denies the allegations of said paragraph, including subparts.

10. Answering the allegations of paragraph 10 of the Complaint, Respondent admits that it received a document on or about (b) (6), (b) (7)(C), 2022 which featured the typewritten names of

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Whether the typewritten names constituted a “signing” is a legal conclusion to which no response is required. Whether the document was a “petition” or its

signature or delivery constituted protected activity are legal conclusions to which no response is required. Whether the employees engaged in “concerted activities,” participated in an “informational picket,” or were “locked out” are legal conclusions to which no response is required. Except as admitted, Respondent denies the allegations of said paragraph, including subparts.

11. Answering the allegations of paragraph 11 of the Complaint, Respondent denies that allegations of said paragraph, including subparts.

12. Answering the allegations of paragraph 12 of the Complaint, Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation.

13. Answering the allegations of paragraph 13 of the Complaint, Respondent states that this paragraph calls for a legal conclusion to which no response is required.

14. Answering the allegations of paragraph 14 of the Complaint, Respondent states that this paragraph calls for a legal conclusion to which no response is required.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint, and each and every claim set forth therein, fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The NLRB lacks subject matter jurisdiction over the Complaint and each and every claim set forth therein.

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THIRD AFFIRMATIVE DEFENSE

The Charging Parties and the NLRB are barred from proceeding against Respondent, which is a debtor in bankruptcy, under the automatic stay under 11 U.S.C. § 362 and other provisions of the United States Bankruptcy Code.

FOURTH AFFIRMATIVE DEFENSE

The individual Charging Party engaged in activity that interfered with their work, the work of other employees, and Respondent's operations, and such interference was the reason for any disciplinary actions.

FIFTH AFFIRMATIVE DEFENSE

Even if any individual engaged in protected activity, Respondent had legitimate business reasons for its actions and would have taken the same actions in the absence of any protected activity.

SIXTH AFFIRMATIVE DEFENSE

The NLRB has submitted jurisdiction over the claim upon which the Consolidated Complaint is based to the United States Bankruptcy Court for the Central District of California, by filing a certain Proof of Claim.

DATED: February 8, 2023

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation
By:



Josiah R. Jenkins
Attorneys for Respondent
21ST CENTURY VALET PARKING LLC

PROOF OF SERVICE

21ST CENTURY VALET PARKING LLC D/B/A STAR GARDEN and ACTORS' EQUITY ASSOCIATION and STRIPPERS UNITED INC. and AN INDIVIDUAL

Cases	31-RC-301557
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	31-CA-292575

At the time of service, I was over 18 years of age and not a party to this action. My business address is One Embarcadero Center, Suite 800, San Francisco, CA 94111.

On February 8, 2023, I served true copies of the following document described as

RESPONDENT 21ST CENTURY VALET PARKING LLC'S ANSWER TO SECOND CONSOLIDATED COMPLAINT

on the interested parties in this action as follows:

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(b) (6), (b) (7)(C)
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Labor and Economic Justice Clinic
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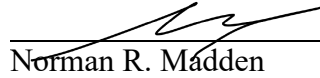
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(b) (6), (b) (7)(C)
UCLA School of Law
Labor and Economic Justice Clinic
385 Charles E. Young Drive E
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BY MAIL: I enclosed the document in a sealed envelope or package addressed to the persons at the addresses in the foregoing list and deposited the envelope with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at San Francisco, California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 8, 2023, at San Francisco, California.



Norman R. Madden